

BID/PROPOSAL BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____, as Principal, and _____

as Surety, are hereby held and firmly bound unto Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners, as County in the penal sum of, five percent (5%) of the Contract Bid.

_____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to Lake County Board of County Commissioners, a certain Bid/Proposal, attached hereto and hereby made a part hereof to enter a contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid/Proposal shall be rejected, or in the alternate,
- (b) If said Bid/Proposal shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid/Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid/Proposal, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the County may accept such Bid/Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____(L.S.)

By: _____(L.S.)

Title: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

BOND NO. _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____ (\$ _____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for _____ Bid No. _____ said Contract being made a part of this Bond by this reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____ 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

(Company Name)

By: _____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

Witness as to Principal

Witness as to Principal

STATE OF _____
COUNTY OF _____

The _____ forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____, a
_____ Corporation, on behalf of the Corporation. He/She is personally known to me or has
produced _____ as identification and who did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My commission expires: _____

BOND NO. _____

Witness as to Surety

Witness as to Surety

By: _____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____, a
_____ Corporation, on behalf of the Corporation. He/She is personally known to me or has
produced _____ as identification and who did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My commission expires: _____

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____ (\$ _____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Bid No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

3. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract; then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety’s obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

(Company Name)

By:_____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

Witness as to Principal

Witness as to Principal

BOND NO. _____

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____
_____, a _____ Corporation, on behalf of
the Corporation. He/She is personally known to me or has produced
_____ as identification and who did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

BOND NO. _____

STATE OF _____

COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____

_____ of _____

_____, a _____ Corporation, on behalf of
the Corporation. He/She is personally known to me or has produced

_____ as identification and who did/did not take an oath.

NOTARY: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____